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*Attorney for defendants
Mark Coburn, Half Price
Lawyers LLC, Adam Stokes,
and Adam Stokes, LLC*

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

CHRISTINE OWEN,

Plaintiff,

vs.

ADAM STOKES, an individual; ADAM
STOKES, LLC, a domestic limited liability
company; HALF PRICE LAWYERS, LLC, a
domestic limited liability company; MARK
COBURN, an individual; RAMZY LADAH, an
individual,

Defendants.

Case No.: 2:18-cv-01581-GMN-CWH

**HPL DEFENDANTS' REPLY TO
PLAINTIFF'S MOTION TO COMPEL
DISCOVERY**

(ECF NO. 21)

Defendants Adam Stokes, Adam Stokes, LLC, Half Price Lawyers, LLC, and Mark Coburn, (hereinafter, *collectively*, “**the HPL defendants**”), by and through their undersigned counsel, hereby respond to the Motion to Compel filed by plaintiff Christine Owen (“**Plaintiff**”). *See* ECF No. 21. Though styled as a “Motion for an Order to Compel Demanding Member’s Request to Examine and Copy Records of Half Price Lawyers, LLC Pursuant to NRS 86.241,” in fact, what Plaintiff seeks from the HPL defendants is discovery. *See generally*, Fed. R. Civ. P. 34. It is indisputable that requests for any materials, attendant to a dispute in a lawsuit (one which Plaintiff filed, by the way, in contravention of a valid arbitration agreement), is a request for discovery.

Not only is Plaintiff not entitled to this relief (for reasons that will be briefly outlined herein), the motion itself should be struck. Plaintiff has (again) violated the Federal Rules of Civil Procedure, court rules, and local rules, in filing a pleading in contravention of requirements. Here, Plaintiff has not first met and conferred with the HPL defendants, by way of their counsel, prior to seeking to bring a motion to compel. In fact, undersigned counsel reached out to opposing counsel several times (by telephone and by email) LAST MONTH, asking for an “informal conference” to discuss settlement last month (including a possible offer by a third-party to purchase the business, HPL).¹ Plaintiff, however, after ostensibly agreeing to meet, and agreeing to set a date of May 21, 2019 at 2pm for that meeting, then flatly refused to meet.² At no time has Plaintiff ever asked for a meet and confer on this matter, or on any other, throughout this case. Plaintiff further, has rejected all requests by the HPL defendants to meet and confer, on every issue, with the exception of one in November of last year, 2018, prior to the HPL defendants’ motion to file under seal, *which meet and confer Plaintiff had to agree to as it was the only one specifically compelled by this court.*³

1. Plaintiff Christine Owen Has Not Requested a Meet and Confer

Federal Rule of Civil Procedure 37 requires parties to seek a “meet and confer” prior to filing a motion for an order compelling discovery. *See* Fed. R. Civ. P. 37(a)(1). Any motion to compel any discovery must include a certification that the movant has in good faith conferred or

¹ *See* Exhibit 1.

² *See* Exhibits 1 and 2. Undersigned counsel has discussed the matter with her clients, the HPL defendants, and they do not object to this nominal disclosure of an attorney-client privileged communication, which contains no sensitive or confidential information, litigation strategy, or attorney work-product. The HPL defendants do not in any hereby generally waive their right to attorney-client privilege.

³ *See* Exhibit 3; ECF No. 14, page 3 (Order).

1 attempted to confer with the person or party failing to make disclosure or discovery in an effort to
 2 obtain it without court action. *See id.*

3 In addition, local rules require a meet and confer prior to submitting the motion that
 4 Plaintiff filed in this court. *See* LR 27-7(b). That rules states that discovery motions must include
 5 a statement that the movant, after *personal consultation and sincere effort*, tried to resolve the
 6 matter without court action. *See id.*⁴ There is no way in good faith Plaintiff can make either of
 7 these certifications. Plaintiff Christine Owens, a licensed attorney, requested documents and
 8 materials *directly of Adam Stokes* in or near April 1, 2019, in contravention of the well-known
 9 ethics rule that she should only communicate on matters involving this lawsuit through counsel,
 10 as both parties are represented by counsel. Then, HPL defendants' counsel thoughtfully and
 11 considerately responded to her request in writing, explaining their position that what she was
 12 seeking was discovery, which was not yet ripe to take place in this litigation.⁵ Nonetheless, the
 13 HPL defendants, by way of their counsel, still provided Ms. Owens one of the documents she
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 20 ⁴ *See also, Shuffle Master, Inc. v. Progressive Games, Inc.*, 170 F.R.D. 166, 171
 (D. Nev., 1996):

21 [T]he court finds no mention of any efforts to comply with Local Rule 27-7(b)
 22 with respect to [their] motion. [The movants] state: "Defendants tried to resolve
 23 the issue with the Plaintiffs prior to filing this motion."; "[Defendants] have
 24 complied with [the] Local Rule...and have made a good faith effort to consult
 25 with the Plaintiffs prior to filing the Motion"; and "Defendants have attempted in
 26 good faith to resolve the matter without court action, but...it has become
 27 necessary for the Defendants to file this Motion." **However, Defendants fail to
 specify with whom, when, or how the parties attempted to personally and
 meaningfully discuss the discovery dispute. As explained below, that does
 not constitute compliance with Local Rule 26-7."**

(*See id.*, emphasis added).

28 ⁵ *See* Exhibit 4.

1 requested.⁶ Plaintiff never responded. Plaintiff never requested a meeting. Plaintiff never sought
 2 a meet or confer, either in person or by telephone.⁷ Then, when the HPL defendants sought to
 3 meet with her to discuss a possible settlement of the case (and to discuss other issues of the case),
 4 Plaintiff pretended to agree to meet, then on the day before the scheduled meeting, informed the
 5 HPL defendants that she “had no intention of meeting.”⁸ Then, without seeking to meet about her
 6 discovery requests, Plaintiff brought this motion. None of Plaintiff’s conduct complies with the
 7 Federal Rules, this court’s local rules, or respectfully, common sense and good faith.
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9 As mentioned above, counsel for the HPL defendants has repeatedly reached out to meet
 10 and confer with Plaintiff’s counsel with no success (with the exception noted above).⁹ Not only
 11 did counsel request an informal meeting to discuss settlement and other issues of the case just last
 12 month (which Plaintiff refused), at other times, counsel has requested a “meet and confer” on the
 13 case, including before filing the HPL defendants’ Motion to Compel Arbitration (which technically
 14 is not even required).¹⁰ Plaintiff’s counsel never responded. *See* Exhibit 6. Undersigned counsel
 15 was encouraged that Plaintiff was finally willing to meet and discuss any issue involving this case
 16 last month, *outside of a court order*, when she agreed to meet on May 21; but then, just in accord
 17 with her ordinary course of conduct in this litigation, she refused to meet or talk—and then, filed
 18 this motion.
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 25 ⁶ *See id.*

26 ⁷ *See* Exhibit 1.

27 ⁸ *See id.*

28 ⁹ *See e.g.*, also, Exhibit 5 (requesting a meet and confer to which undersigned counsel received no response, see Exhibit 1).

¹⁰ *See* Exhibit 6; ECF No. 18.

1 There is no reason that Plaintiff should have brought this motion without first meaningfully
 2 and sincerely seeking to meet and confer on the issue, as required by the rules. The HPL
 3 defendants' response to her regarding the documents she is seeking—did not foreclose the
 4 possibility of a meet and confer.¹¹ Plaintiff is again acting in bad faith, as well as, in contravention
 5 of the rules, which require a meet and confer before the filing of a motion requesting court action.
 6 Inasmuch as she has failed or refused to do so, her motion, on this point alone, her motion should
 7 be denied.
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 11 **2. Plaintiff's Arbitration Agreement Requires her to Arbitrate, not Obtain**
 12 **Discovery or even Member Materials, in this Litigation While Remand/Motion**
 13 **to Stay or Compel Arbitration is Pending.**

14 As the HPL defendants have repeatedly, and unreservedly, and faithfully demonstrated at
 15 every turn in this case thus far, Christine Owen and Adam Stokes, and Half-Price Lawyers,
 16 executed a valid Arbitration Agreement on June 2, 2014.¹² The defendants have repeatedly
 17 produced this agreement, filed provisionally under seal, and included in their various pleadings the
 18 language concerning it, which counsel has, at various times authenticated (or attempted to
 19 authenticate), and which, tellingly, Ms. Owen has not at any time disputed the existence of.¹³
 20 Specifically, the arbitration agreement binding Ms. Owen holds:

21 **Any dispute, controversy or claim**, whether based on contract, tort, statute, or other legal
 22 or equitable theory (including any amendments or extensions thereto) arising out of or
 23 relating to this Agreement [INCLUDING PLAINTIFF'S MEMBERSHIP IN THE
 24 COMPANY], or the breach thereof, **shall be settled by binding arbitration administered**

25 ¹¹ See Exhibit 4.

26 ¹² See ECF No. 18 (at Exhibit "A") The HPL defendants had requested that these
 27 private contracts, the Operating Agreement and Licensing Agreement (between and among,
 28 Adam Stokes, Half Price Lawyers, Mark Coburn, and Christine Owen) remain under seal, which
 request is still pending. See ECF Nos. 1 and 15.

¹³ See, e.g., ECF No. 9, Exhibit "A" (filed provisionally under seal, see ECF No.
 15); ECF No. 18.

1 **by the American Arbitration Association (“AAA”)** in accordance with its Commercial
 2 Arbitration Rules and its Optional Procedures for Large, Complex Commercial Disputes.
 3 The arbitration proceedings will be governed by United States Federal Arbitration law and
 by the AAA rules without reference to state law...¹⁴

4 The Party submitting such dispute shall request the AAA to...allow for the parties to
 5 **request reasonable production of documents** pursuant to the rules then in effect under
 6 the Federal Rules of Civil Procedure (without reference to the local rules of any court).
 7 Ms. Owen’s deliberate misinterpretation that the above provision allows her to seek “any
 8 court of competent jurisdiction” is meritless. In fact, the arbitration agreement only allows
 9 a party to seek a court of “competent jurisdiction” to the extent necessary to “protect its
 Confidential information” (i.e., proprietary information), and attendant “property rights”
 (i.e., trademark), while a request for arbitration is pending.¹⁵

10 Ms. Owens’ conclusory allegations to the contrary, it simply is not true that her dispute, including
 11 the materials she is now seeking, would not be amenable to arbitration, or that she has any right to
 12 seek any court to adjudicate her claims, including her grievance at the company’s (Half Price
 13 Lawyer’s) disagreement in granting her requested documents. She must arbitrate her disputes with
 14 the company—not litigate them. Ms. Owen has never denied that she signed the Arbitration
 15 agreement that the HPL defendants repeatedly and good faith invoke. Nor has Ms. Owen *ever*
 16 raised any equitable or legal basis to revoke the Arbitration provision, or the Operating Agreement
 17 as a whole.

18 Instead, Ms. Owen has attempted to argue, in response to the HPL defendants’ Motion to
 19 Compel Arbitration, that the HPL defendants have “waived” their right to arbitration by, *defending*
 20 *themselves against her in the lawsuit she filed against them*.¹⁶ Moreover, according to Ms. Owen,
 21 the HPL defendants have “waived” their right to arbitrate because they asked the court to seal what
 22 they believe is propriety material—the Operating Agreement between Adam Stokes and the
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 27 ¹⁴ See *id.*, pages 22-23 (Emphases added; bracket comments added).

28 ¹⁵ See ECF No. 9, Exhibit “A” *id.*, at 23 (emphases added).

¹⁶ See ECF No. 19.

Plaintiff, and the HPL Licensing Agreement between Adam Stokes and Mark Coburn.¹⁷ Ms. Owen takes this absurd position despite the fact that *she* initiated the lawsuit! *But of course, this is untenable.* There would have been no need to file motions to seal from public view what the HPL defendants regard as confidential and/or proprietary information *had* Ms. Owen, a licensed attorney, sought relief in arbitration (a private remedy) rather than filing a lawsuit in a public forum, the state court. Nothing in the case law or Federal Arbitration Act deems minimally defending oneself in a lawsuit that another party to an arbitration ill-advisedly initiates as “waiving” the right to arbitration.

Plaintiff’s arguments in vainly attempting to avoid (or delay) arbitration are so inapt as to be derisive of argument, and are not worthy of being taken seriously.¹⁸ *For instance*, Plaintiff in part relies on *Dean Witter Reynolds v. Byrd* for the proposition that a party purportedly waives a right to arbitrate if they do not move to compel arbitration immediately.¹⁹ But this case is inapposite. In *Dean Witter*, the United States Supreme Court held that the federal district court erred in not requiring the parties to arbitrate where a valid arbitration provision applied, even though some of the complaining party’s claims would result in some issues being dealt with in an arbitration, and others, being dealt with in a court. Chiding the federal district court for failing to simply order the parties to arbitration, the *Dean Witter* court could not have been more unequivocal:

The Arbitration Act provides that written agreements to arbitrate controversies arising out of an existing contract “shall be valid, irrevocable, and enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract.”

By its terms, the Act leaves no place for the exercise of discretion by a district court, but instead mandates that district courts shall direct the parties to

¹⁷ *See id.* And again, without seeking this court’s permission, she has simply disclosed the entire Agreements on the record, in contravention of this court’s order that they be provisionally be filed under seal pending the court’s decision on the HPL defendants’ motion to seal. *See* ECF No. 14 and 15.

¹⁸ *See generally*, ECF No. 19, at 3-5.

¹⁹ *See Dean Witter Reynolds v. Byrd*, 470 U.S. 213 (1985); and, ECF No. 19, at 4.

1 proceed to arbitration on issues as to which an arbitration agreement has been
2 signed...

3 The preeminent concern of Congress in passing the Act was to enforce private
4 agreements into which parties had entered, and that concern requires that we
5 rigorously enforce agreements to arbitrate, even if the result is “piecemeal”
6 litigation, at least absent a countervailing policy manifested in another federal
7 statute. By compelling arbitration of state-law claims, a district court successfully
8 protects the contractual rights of the parties and their rights under the Arbitration
9 Act.²⁰

10 The other case that Plaintiff has unjustifiably relied upon is *Van Ness Townhouses v. Mar*
11 *Industries Corp.*²¹ But *Van Ness* only concerns whether or not a party had *actually* entered an
12 agreement to arbitrate. Here, it is undisputed, that Ms. Owen did.²² Further, on the issue of
13 “waiver” of a right to arbitrate, *Van Ness* suggests that such may only be deemed to occur when a
14 party answers a complaint, substantively moves to dismiss (rather than moves to compel
15 arbitration), none of which occurred here.²³ Finally, the other cases that Ms. Owen relies upon, are
16 ones in which litigants have substantively and unilaterally sought the rulings of a court (in bad
17 faith), only to then abandon the court when things did not go their way, and seek an order of
18 arbitration, well after litigation had been fully underway. That bears no resemblance to the
19 proceedings here. All that exists for this court to rule upon at present are:

- 18 1. Whether or not to order the parties to arbitration, or stay the case in favor of
19 arbitration pursuant to the FAA;
- 20 2. Whether to, instead, remand the case to state court and let the state court handle it;

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23 ²⁰ See *id.* at 221 (citing 9 U.S.C. §§ 2, 3, and 4) (other citations omitted) (Emphasis
24 added).

25 ²¹ See ECF 19, at page 4; *Van Ness Townhouses v. Mar Industries Corp.*, 862 F.2d
754, 756 (9th Cir., 1988)

26 ²² See ECF No. 9, Exhibit “A” *id.*, at 23

27 ²³ See *Van Ness*, 862 F.2d at 756, 759. See also, *Kelly v. Pub. Util. Dist. No. 2*,
28 552 Fed. Appx. 663, 664 (2014) (finding waiver when the party that later moved for arbitration
had voluntarily conducted discovery, brought a preliminary injunction and a motion to dismiss
on the merits).

3. Whether to allow the HPL defendants to maintain the Operating Agreement and Licensing Agreement under seal.²⁴

There are no pending substantive motions. There has been no discovery order issued (nor should there be with a pending motion to compel arbitration). There is absolutely no need for the HPL defendants did not file a motion to dismiss, allowing their motion to compel to serve as their responsive pleading to Plaintiff's complaint, as they are allowed. The HPL defendants have a number of legitimate and significant potential counterclaims against the Plaintiff, but have not brought them in this suit, preferring to bring them instead in the arbitration that Adam Stokes and Christine Owen agreed to conduct at the time of their entering their contract 4 years ago. Moreover, the HPL defendants have not herein sought sanctions against Plaintiff for her continued abuses of the defendants by way of this litigation,²⁵ delaying the inevitable arbitration that either this court (and/or the state court will most likely order if remanded), as well as, this present unmeritorious motion, let alone her frivolous objections to the respectful and sincere request of the HPL defendants that the Operating and Licensing agreements be filed under seal, at least until the lawsuit is resolved and/or the matter is arbitrated.

Under the Arbitration Act, "any doubts concerning the scope of arbitrable issues should be resolved in favor of arbitration, whether the problem at hand is the construction of the contract

²⁴ See ECF Nos. 6, 9, 14, 15, 18. Plaintiff describes the HPL defendants having engaged in a "lengthy motion practice" (see ECF No. 19, at page 5), instead of moving more swiftly, (in a manner more in keeping with her view of the timing), to compel arbitration. But a quick glance at the record would reveal that Plaintiff's purported view of the HPL defendants' litigation conduct in this action is entirely unfounded.

²⁵ One of the most egregious ways that Plaintiff has abused this litigation—aside from this inane motion for discovery—is publishing in her filing, the Operating Agreement between herself and Adam Stokes, which this court provisionally allowed to be **filed under seal**, and which the court has not ruled yet upon. **Ms. Owen placed the entire Agreement in e-filing (ECF), flagrantly flouting the court's authority to decide whether or not it should remain under seal. See ECF No. 21, Exhibit 2; see also, ECF No. 14 and 15.**

language itself or an allegation of waiver, delay, or a like defense to arbitrability.”²⁶ Pursuant to the rules of the Federal Arbitration Act, this case must be *stayed* pending arbitration, as fully set forth in the HPL defendants’ motion to compel arbitration.²⁷ There is a valid right to arbitration here, one that would allow Plaintiff to pursue her discovery goals. Plaintiff is not entitled to file a lawsuit, forcing the HPL defendants to defend, and then lose all the bargain of their arbitration agreement by making them conduct discovery while a motion to compel arbitration (or to stay the action in favor of arbitration in accord with the FAA). Engaging in court-ordered discovery is expensive and time-consuming—doing so would contravene the parties’ decision to arbitrate. Ms. Owen can agree to arbitration and undertake her requests for discovery with an arbitration panel or judge. Or, she can wait until the court rules upon her multiple requests variously to, a) remand the case to state court, and/or, b) set aside her signed agreement to arbitrate in the Operating Agreement that she signed with Adam Stokes in 2014.

Finally, even if Ms. Owen is entitled to see certain documents in accord with NRS 86.241, it does not give her the right to compel it, outside of the discovery process, at this stage in the litigation. It is included in the statute itself that “any demand by a member or manager is subject to reasonable standards.”²⁸ One of those “reasonable standards” for requesting the membership information that Plaintiff demands, pursuant to the aforementioned statute is, not surprisingly, subject to the parties’ operating agreement:

5. Any demand by a member or manager under [this section] is subject to such reasonable standards regarding at what time and location and at whose expense records are to be furnished as may be set forth in the articles of organization or in an operating agreement adopted or amended...²⁹

²⁶ *Mitsubishi Motors Corp. v. Soler Chrysler-Plymouth, Inc.*, 473 U.S. 614, 626 (1985) (citing *Moses H. Cone Memorial v. Mercury Constr. Corp.*, 460 U.S. 1, 24-25 (1983)).

²⁷ See ECF No. 18.

²⁸ See NRS 86.241(5).

²⁹ See *id.* (Emphasis added)

1 Here, the Plaintiff has initiated a litigation—and only after several months of not getting her way
2 in the litigation, she suddenly has dire need of materials that directly involve and bear upon issues
3 in this litigation. Sore with having to wait for this court’s ruling on remanding the case to state
4 court, or staying the case and sending the parties to arbitration, Plaintiff now tries to do an end-run
5 by trying to engage in discovery (and further abuse of the defendants, at least the HPL defendants),
6 by trying to compel them to disclose information that she neither needs, nor is entitled to at this
7 time, in this way.

8 If Plaintiff is disgruntled with what she believes is a bad faith response to her request for
9 information or materials—while this case is pending—she has a remedy: She can compel Adam
10 Stokes and HPL to go to arbitration, where, if she is indeed entitled to this material, an arbitrator
11 will order it. The scope of the arbitration agreement that Adam Stokes and Christine Owen entered,
12 as discussed at length in the HPL defendants’ motion to compel arbitration, is wide, plenary, and
13 encompasses this very subject, as well. Ms. Owen can and should obtain any membership
14 materials she needs and/or wants by way of arbitration. The HPL defendants would be willing to
15 expedite any arbitration procedure and will unreservedly abide by any decision of the arbitrator or
16 arbitration panel regarding Plaintiff’s request for these materials. If Plaintiff does not want to
17 abandon this litigation and/or go to arbitration while it is pending, then she can wait until this court
18 allows discovery to receive these materials to which she is entitled, if at all.

19 With all due respect, Ms. Owen is trying to have her cake and eat it, too. And that, this
20 honorable court should not lightly indulge.

21 If the court is inclined to allow Plaintiff to conduct discovery, even a limited version of
22 such, the HPL defendants request the same privilege. Unilateral discovery—just on the part of
23 Plaintiff—would be unjust. The HPL defendants (and perhaps, defendant Ramzy Ladah, as well)
24 have compiled a list of items that they would like to mutually seek from Plaintiff, which will also
25 advance their interests in the litigation, prior to arbitrating these claims. Indeed, the HPL
26 defendants would ordinarily be eager to seek discovery from Ms. Owen and to seek resolution
27 through a Motion for Summary Judgment, especially to seek a deposition of Ms. Owen, as well as
28 obtain materials and information in support of their anticipated counterclaims (including her

CERTIFICATE OF SERVICE

Pursuant to Fed. R. Civ. P. 5(b)(3) and Local Rule 5-4, the undersigned hereby certifies that on the following date the foregoing motion was electronically filed with the Clerk of Court using the CM/ECF system which sent notification of such filing to all counsel of record.

Dated: June 7, 2019

/s/ David DaSilva
For the Law Office of Telia U. Williams

Exhibit 1

AFFIDAVIT OF TELIA U. WILLIAMS

STATE OF NEVADA _____)
COUNTY OF CLARK _____)ss

Affiant, Telia U. Williams, Esq., being first duly sworn deposes and truthfully says:

1. I am the attorney of record in the case, *Christine Owen v. Adam Stokes, et. al*, 2:18-cv-01581-GMN-CWH, for the following defendants: Adam Stokes, Adam Stokes, LLC, Half Price Lawyers, LLC, and Mark Coburn (collectively, “the HPL defendants.”)
2. I make this affidavit on my personal knowledge, except for those matters that I believe to be true.
3. I conducted an initial meet and confer, primarily on the issue of sealing the Operating and Licensing Agreements (on the request of my clients), with counsel for Ms. Owen on the telephone on or near November 19, 2018.
4. Although most of the short conference concerned the issue of sealing, (or possible redaction), of the aforementioned documents, I also inquired as to Ms. Owen’s intent to continue litigating, rather than arbitrating, the matter, and it was confirmed to me that Ms. Owen intended to continue litigation.
5. I also asked for, and scheduled a meet and confer with counsel for Ms. Owen to further discuss the HPL defendants’ request to discuss arbitration (and possible settlement). That conference was supposed to take place on Friday, December 21, 2018. Unfortunately, however, Ms. Owen’s counsel was under the weather, had left the office early, and the meeting had to be rescheduled.

- 1 6. The conference was then rescheduled for yesterday, December 27, 2018 at 1:00pm;
2 however, when I telephoned Ms. Owen's counsel's office, I was told that he was "on the
3 other line," and would return the call in a half hour or so.
- 4 7. I waited for the call, but never received it. I sent an email to Ms. Owen's counsel's to
5 inquire about the conference, but as far as I can recall, received no response.
- 6 8. On or near April 1, 2019, I wrote a letter to counsel for Ms. Owen to explain the reason
7 that she was not entitled to discovery while this case is pending a motion to stay and/or
8 compel arbitration.
- 9 9. At the same time, as a courtesy, and because Ms. Owen might need it for her taxes, I
10 forwarded to her counsel the Schedule K-1 for the company, Half Price Lawyers (also a
11 defendant in this action, as aforementioned).
- 12 10. I heard nothing back from this letter that I wrote on April 1, 2019, and which is attached
13 as an exhibit to our present Opposition to Ms. Owen's Motion to Compel [Discovery].
- 14 11. On or near May 10, 2019, I contacted Ms. Owen's counsel and spoke to his assistant,
15 "Sonia," and requested that the parties meet for an informal settlement conference. At
16 that conference, I indicated, we could discuss any and all pending issues in the case,
17 including my client's fervent desire to arbitrate, as well as discuss a possible offer to sell
18 the business.
- 19 12. Sonia said that she would get back to me after she spoke to Ms. Owen's counsel, Harold
20 Gewerter. A couple days later Sonia told me that Mr. Gewerter had "tentatively" agreed
21 to the meeting on behalf of his client, and we set a date of May 21, 2019, at 2pm, to take
22 place at my client's office, Mark Coburn.
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1 13. My paralegal, David DaSilva, sent an email to our clients, Adam Stokes and Mark
2 Coburn, letting them know of the meeting, which email was disclosed in the present
3 Opposition.

4 14. However, when I called to confirm the meeting the day before, on May 20, 2019, I spoke
5 to Mr. Gewerter who told me flat-out that his client, Christine Owen, had “no intention of
6 meeting,” either in person, or on the phone. Thus, we cancelled the meeting.
7

8 15. At no point did Mr. Gewerter ask me about the requested materials that his client had
9 asked for, or that I had addressed in my letter to him on April 1, 2019.

10 16. At no point did Mr. Gewerter request a meet and confer with me on the issue of the
11 materials to which Ms. Owen claims she is entitled (pursuant to NRS 86.241), prior to
12 bringing this motion to compel.
13

14 FURTHER AFFIANT SAYETH NAUGHT.

15 Dated this 7th day of June, 2019.

16 By: _____/s/_____
17

18 Telia U. Williams, Esq.
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Exhibit 2

telia@telialaw.com

From: daviddasilva@telialaw.com
Sent: Monday, May 13, 2019 9:55 AM
To: 'Mark'; 'Adam Stokes'
Cc: telia@telialaw.com
Subject: Informal Settlement Meeting (Half Price Lawyers case)

Importance: High

Dear Gentlemen:

We have a tentative date for an informal settlement conference with you and Christine Owen and her attorney for this case on May 21, at 2pm. We told them that there is a possible offer to buy HPL. **We were hoping to use Mr. Coburn's conference room** for the meeting since ours is in Summerlin and is not convenient for Mr. Gewerter (according to his assistant), and Mr. Gewerter's office conference room is apparently too small for us or unavailable.

Please confirm your availability asap.

Thank you.

David

David DaSilva
Legal Assistant and Office Manager
Law Office of Telia U. Williams, Esq.
10161 Park Run Drive, Suite 150
Las Vegas, Nevada 89145
Tel: (702) 835-6866

"Harvard-trained, Brooklyn-tough"

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Exhibit 3

telia@telialaw.com

From: daviddasilva@telialaw.com
Sent: Monday, November 12, 2018 5:07 PM
To: 'Harold Gewerter'
Cc: telia@telialaw.com
Subject: Owen v. HPL, et al

Importance: High

Hello Mr. Gewerter:

I am reaching out to set up the meet and confer on the sealing/unsealing of the Operating Agreement/Licensing Agreement in HPL, pursuant to the court order.

Below are times that Ms. Williams is available in person:

Wednesday, Nov. 14, before noon.

Thursday, Nov. 15, afternoon.

Friday, Nov. 16, afternoon.

Below are times that Ms. Williams is available on the telephone (week of Thanksgiving):

Monday-Friday (Nov. 19-Dec. 23): Just let me know when you are available. Ms. Williams is out of town, in a different time zone, but I will arrange for a call if you give me a range of times.

Hope you are having a good holiday.

David

**David DaSilva
Paralegal and Office Manager
Law Office of Telia U. Williams, Esq.
10161 Park Run Drive, Suite 150
Las Vegas, Nevada 89145
Tel: (702) 835-6866**

"Harvard-trained, Brooklyn-tough"

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If you have received this electronic message in error, please notify the sender and/or person whose signature is stated above immediately by telephone and delete or destroy any copy of this message.

Exhibit 4

LAW OFFICE OF TELIA U. WILLIAMS

10161 PARK RUN DRIVE, SUITE 150, LAS VEGAS, NEVADA 89145 *702-835-6866 * WWW.TELIALAW.COM

VIA ELECTRONIC AND UNITED STATES MAIL

April 1, 2019

Harold P. Gewerter, Esq.
1212 S. Casino Center Blvd.
Las Vegas, Nevada 89104

Re: Half-Priced Lawyers K-1 (Partner's Share of Income, Deductions, Credits, etc.)

Dear Mr. Gewerter:

I hope that this letter finds you well.

Enclosed please find a Schedule K-1 tax document that we have received from our client, Adam Stokes, regarding Half Price Lawyers (HPL), which is currently involved in litigation with your client, Christine Owen. Our understanding is that Ms. Owen has requested this document directly from Mr. Stokes.

At this time, considering that Ms. Owen has sued not only Mr. Stokes, but also HPL, it is in our estimation, not appropriate for Ms. Owen to directly communicate with Mr. Stokes about matters properly encompassed by the litigation she initiated. However well-intentioned she may be, or how legitimately she perceives a need for information, all of the parties would be better served if Ms. Owen would go through your office for this kind of information, instead of contacting my client directly. As you know, both parties are represented by counsel. Both parties are embroiled in sensitive litigation. Side communications between our *represented* clients, outside of the proper channels (i.e., by way of their respective counsel), *at best* can lead to redundancies, or information gaps with their attorneys, and *at worst*, can lead to ethical quandaries, miscommunications, and possible unfair advantage for one party over another party in the suit, exclusive of our clients, (including, but not necessarily limited to, for example, Ramzy Ladah). Such could have an adverse impact on the progress of the litigation itself. It simply is not prudent. Nothing in this assertion is meant to contravene any of the protocol established for the means that the parties interact with, and communicate, regarding their minor son. But when it involves anything concerning their "business," the proper protocol is, the represented parties should communicate by way of counsel.

Discovery has not officially commenced in this case, (nor even initial disclosures), and our position is that Ms. Owen is not entitled to this information or material from Mr. Stokes. Each quarterly check that Ms. Owen received in 2018 identified the portion of the year for which that quarterly distribution applies. We understand that she desires the assistance of this document in order to continue preparing her taxes, and withholding it, could cause her undue burden, even if not strictly necessary for her taxes. Therefore, within the latitude afforded by the Federal Rules, we are providing it. Note that

the electronic copy of the K-1 has been redacted to protect Ms. Owen's social security number. The hard copy version—arriving in U.S. mail to your office—will be an unredacted copy.

However, Ms. Owen's two other related requests of my client, made to him *ex parte*, must be declined. Inasmuch as you may not even be aware of what your client has requested of Mr. Stokes (because she did not take the step of going through counsel), I will briefly bullet-point them for your information:

- Ms. Owen requested access to the bank account records of HPL, and access to its online banking—again, a defendant in the lawsuit filed by her.
- Ms. Owen has requested revenue numbers for my client, Mark Coburn—another defendant in the lawsuit filed by her.

Ms. Owen is not entitled to access bank account records of HPL, or revenue numbers for Mr. Coburn, at this point. Certainly, assuming limits as to scope, it may be reasonable for Ms. Owen to request these records as part of a bona fide "Requests for Production." *See, e.g.,* Fed. R. Civ. P. 34; *see also*, Fed. R. Civ. P. 26. (We do not intend, by saying this, that we waive any relevant objections to any future discovery request.) Ms. Owen has never been entitled to online computer access to HPL's banking. Again, it is our position, she does not need this access in order to complete her taxes, nor to see her distributions. However, as I noted, discovery plainly has not begun in this matter. Ms. Owen has sued the defendants, and has not abided by the Operating Agreement which requires her to arbitrate. That changes things. *Ironically*, Ms. Owen bases her purported entitlement to this discovery on the *very* Operating Agreement that she completely ignores with respect to its provision that she *arbitrate all disputes*. Thus, although she had been graced with much information in the past, to which she was not entitled, it would not be in my clients' best interest to do so now. It would simply afford her an advantage to which she is not entitled in this litigation that she initiated—and where she has not indicated *any* interest in reciprocating.

Feel free to contact my office with any questions or concerns. Thank you for your prompt and professional attention and consideration in this matter.

Sincerely yours,

/s/

Telia U. Williams, Esq.

"Harvard-trained, Brooklyn-tough"

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Partner# 2

Schedule K-1
(Form 1065)Department of the Treasury
Internal Revenue Service

2018

For calendar year 2018, or tax year

beginning ending

Partner's Share of Income, Deductions, Credits, etc.

See back of form and separate instructions.

Part I Information About the Partnership

A Partnership's employer identification number

B Partnership's name, address, city, state, and ZIP code

Half Price Lawyers, LLC

C IRS Center where partnership filed return

e-file

D ☐ Check if this is a publicly traded partnership (PTP)**Part II Information About the Partner**

E Partner's identifying number

F Partner's name, address, city, state, and ZIP code

Christine Owen

G ☐ General partner or LLC member-manager☒ Limited partner or other LLC memberH ☒ Domestic partner☐ Foreign partnerI What type of entity is this partner? IndividualJ If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here ☐

K Partner's share of profit, loss, and capital (see instructions):

	Beginning	Ending
Profit	28,000,000 %	28,000,000 %
Loss	28,000,000 %	28,000,000 %
Capital	28,000,000 %	28,000,000 %

K Partner's share of liabilities:

	Beginning	Ending
Nonrecourse	\$	\$
Qualified nonrecourse financing	\$	\$
Recourse	\$	\$

L Partner's capital account analysis:

Beginning capital account	\$
Capital contributed during the year	\$
Current year increase (decrease)	\$
Withdrawals & distributions	\$
Ending capital account	\$

☐ Tax basis ☒ GAAP ☐ Section 704(b) book

☐ Other (explain)

M Did the partner contribute property with a built-in gain or loss?

☐ Yes ☒ No

If "Yes," attach statement (see instructions)

☐ Final K-1☐ Amended K-1651113
OMB No. 1545-0123**Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items**

1	Ordinary business income (loss)	15	Credits
2	Net rental real estate income (loss)		
3	Other net rental income (loss)	16	Foreign transactions
4	Guaranteed payments		
5	Interest income		
6a	Ordinary dividends		
6b	Qualified dividends		
6c	Dividend equivalents		
7	Royalties		
8	Net short-term capital gain (loss)	17	Alternative minimum tax (AMT) items
9a	Net long-term capital gain (loss)		
9b	Collectibles (28%) gain (loss)		
9c	Unrecaptured section 1250 gain	18	Tax-exempt income and nondeductible expenses
10	Net section 1231 gain (loss)		
11	Other income (loss)		
		19	Distributions
		A	
12	Section 179 deduction		
		20	Other information
13	Other deductions	Z	
		AH*	STMT
14	Self-employment earnings (loss)		

*See attached statement for additional information.

For IRS Use Only

Schedule K-1 (Form 1065) 2018

Page 2

This list identifies the codes used on Schedule K-1 for all partners and provides summarized reporting information for partners who file Form 1040. For detailed reporting and filing information, see the separate Partner's Instructions for Schedule K-1 and the instructions for your income tax return.

	Code	Report on
1. Ordinary business income (loss). Determine whether the income (loss) is passive or nonpassive and enter on your return as follows.		
Passive loss	See the Partner's Instructions	
Passive income	Schedule E, line 28, column (h)	
Nonpassive loss	See the Partner's Instructions	
Nonpassive income	Schedule E, line 28, column (k)	
2. Net rental real estate income (loss)	See the Partner's Instructions	
3. Other net rental income (loss)		
Net income	Schedule E, line 28, column (h)	
Net loss	See the Partner's Instructions	
4. Guaranteed payments	Schedule E, line 28, column (k)	
5. Interest income	Form 1040, line 2b	
6a. Ordinary dividends	Form 1040, line 3a	
6b. Qualified dividends	See the Partner's Instructions	
6c. Dividend equivalents	Schedule E, line 4	
7. Royalties	Schedule D, line 5	
8. Net short-term capital gain (loss)	Schedule D, line 12	
9a. Net long-term capital gain (loss)	28% Rate Gain Worksheet, line 4 (Schedule D instructions)	
9b. Collectibles (28%) gain (loss)	See the Partner's Instructions	
9c. Unrecaptured section 1250 gain	See the Partner's Instructions	
10. Net section 1231 gain (loss)	See the Partner's Instructions	
11. Other income (loss)		
Code		
A Other portfolio income (loss)	See the Partner's Instructions	
B Involuntary conversions	See the Partner's Instructions	
C Sec. 1256 contracts & straddles	Form 6781, line 1	
D Mining exploration costs recapture	See Pub. 535	
E Cancellation of debt	Schedule 1 (Form 1040), line 21 or Form 982	
F Section 951A income		
G Section 965(a) inclusion		
H Support F income other than sections 951A and 965 inclusion	See the Partner's Instructions	
I Other income (loss)		
12. Section 179 deduction		
13. Other deductions		
A Cash contributions (60%)		
B Cash contributions (30%)		
C Noncash contributions (50%)		
D Noncash contributions (30%)		
E Capital gain property to a 50% organization (30%)		
F Capital gain property (20%)		
G Contributions (100%)		
H Investment interest expense	Form 4952, line 1	
I Deductions—royalty income	Schedule E, line 19	
J Section 59(e)(2) expenditures	See the Partner's Instructions	
K Excess business interest expense	See the Partner's Instructions	
L Deductions—portfolio (other)	Schedule A, line 16	
M Amounts paid for medical insurance	Schedule A, line 1 or Schedule 1 (Form 1040), line 20	
N Educational assistance benefits	See the Partner's Instructions	
O Dependent care benefits	Form 2441, line 12	
P Preproductive period expenses	See the Partner's Instructions	
Q Commercial revitalization deduction from rental real estate activities	See Form 8582 instructions	
R Reforestation expenses	See the Partner's Instructions	
S Reforestation expense deduction through V	See the Partner's Instructions	
T Other deductions	Reserved for future use	
W Other deductions	See the Partner's Instructions	
X Section 965(c) deduction	See the Partner's Instructions	
14. Self-employment earnings (loss)		
Note: If you have a section 179 deduction or any partner-level deductions, see the Partner's Instructions before completing Schedule SE.		
A Net earnings (loss) from self-employment	Schedule SE, Section A or B	
B Gross farming or fishing income	See the Partner's Instructions	
C Gross non-farm income	See the Partner's Instructions	
15. Credits		
A Low-income housing credit (section 42(j)(5)) from pre-2008 buildings		
B Low-income housing credit (other) from pre-2008 buildings		
C Low-income housing credit (section 42(j)(5)) from post-2007 buildings		
D Low-income housing credit (other) from post-2007 buildings		
E Qualified rehabilitation expenditures (rental real estate)		
F Other rental real estate credits		
G Other rental credits		
H Undistributed capital gains credit	Schedule 5 (Form 1040), line 74, box a	
I Biofuel producer credit	See the Partner's Instructions	
J Work opportunity credit		
K Disabled access credit		
L Empowerment zone employment credit		
M Credit for increasing research activities		
N Credit for employer social security and Medicare taxes		
O Backup withholding		
P Other credits		
16. Foreign transactions		
A Name of country or U.S. possession		
B Gross income from all sources		
C Gross income sourced at partner level		
Foreign gross income sourced at partnership level		
D Section 951A category		
E Foreign branch category		
F Passive category		
G General category		
H Other		
I Deductions allocated and apportioned at partner level		
J Interest expense		
K Other		
Deductions allocated and apportioned at partnership level to foreign income		
K Section 951A category		
L Foreign branch category		
M Passive category		
N General category		
O Other		
P Total foreign taxes paid		
Q Total foreign taxes accrued		
R Reduction in taxes available for credit		
S Foreign trading gross receipts		
T Extraterritorial income exclusion		
U Section 951A(c)(1)(A) tested income		
V Tested foreign income tax		
W Section 965 information		
X Other foreign transactions		
17. Alternative minimum tax (AMT) items		
A Post-1986 depreciation adjustment		
B Adjusted gain or loss		
C Depletion (other than oil & gas)		
D Oil, gas, & geothermal—gross income		
E Oil, gas, & geothermal—deductions		
F Other AMT items		
18. Tax-exempt income and nondeductible expenses		
A Tax-exempt interest income		
B Other tax-exempt income		
C Nondeductible expenses		
19. Distributions		
A Cash and marketable securities		
B Distribution subject to section 737		
C Other property		
20. Other information		
A Investment income		
B Investment expenses		
C Fuel tax credit information		
D Qualified rehabilitation expenditures (other than rental real estate)		
E Basis of energy property		
F Recapture of low-income housing credit (section 42(j)(5))		
G Recapture of low-income housing credit (other)		
H Recapture of investment credit		
I Recapture of other credits		
J Look-back interest—completed long-term contracts		
K Look-back interest—income forecast method		
L Dispositions of property with section 179 deductions		
M Recapture of section 179 deduction		
N Interest expense for corporate partners through Y		
Z Section 199A income		
AA Section 199A W-2 wages		
AB Section 199A unadjusted basis		
AC Section 199A REIT dividends		
AD Section 199A PTP income		
AE Section 199A taxable income		
AF Section 199A business interest income		
AG Gross receipts for section 59A(e)		
AH Other information		

HA6821 Half Price Lawyers, LLC

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Federal Statements

FYE: 12/31/2018

Christine Owen

Schedule K-1, Line 20AH - Additional Supplemental Information

Description

Distribution in Excess of Partner Basis

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Partner# 2

Schedule K-1		Analysis of Partner's K-1, Current Year Increase (Decrease) Worksheet		2018
		For calendar year 2018, or tax year beginning . and ending		

Partnership Name Half Price Lawyers, LLC	Employer Identification Number [REDACTED]
Partner's Name Christine Owen	Taxpayer Identification Number [REDACTED]

Items Included in Current Year Increase (Decrease):

Schedule K Additions:

Ordinary Income/Loss

Subtotal

Total per Schedule K-1, Current Year Increase (Decrease)

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Schedule K-1	Partner's Section 199A Information Worksheet	2018
For calendar year 2018 or tax year beginning _____, ending _____		
Partnership Name Half Price Lawyers LLC		Employer Identification Number [REDACTED]
Partner's Name Christine Owen		Taxpayer Identification Number [REDACTED]

Column A	Activity Description	SSN/EIN	SSTB	PTP
	Half Price Lawyers		X	
Column B				
Column C				
Column D				

	Column A	Column B	Column C	Column D	Column E Totals
Ordinary business income (loss)	[REDACTED]				
Net rental real estate income (loss)			[REDACTED]		
Other rental income (loss)					
Royalties					
Other income (loss)					
Deductions					
Total qualified income	[REDACTED]				
Qualified Business Income	[REDACTED]				[REDACTED]
Qualified PTP income					
Qualified W-2 wages					
Qualified property					
Qualified REIT dividends					
Portion of QBI allocable payments received from co-op					
W-2 wages allocable to qualified payments					
Co-op's QPAI deduction allocated to patron and identified by co-op					

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Partner# 2

Schedule K-1		Partner's Basis Worksheet, Page 1		2018
For calendar year 2018, or tax year beginning				and ending
Partnership Name Half Price Lawyers, LLC			Employer Identification Number [REDACTED]	
Partner's Name Christine Owen			Taxpayer Identification Number	

Beginning of year 996

Increases:

Capital contributions:	Cash	Property (adjusted basis)	
"Excess" depletion	[REDACTED]		
Income items:	Ordinary income		21,999
	Net income from rental real estate activities		
	Net income from other rental activities		
	Interest		
	Dividends		
	Royalties		
	Net short-term capital gain		
	Net long-term capital gain		
	Other portfolio income		
	Net gain under section 1231		
	Other income		
	Tax-exempt interest and other income		21,849
Other increases:	Transfer of capital		
	Gain on disposition of section 179 assets		
	Other increases		
Distributions:	Cash	Property (adjusted basis)	
	[REDACTED]		47,297
Increase (decrease) in share of partnership liabilities	P/Y	C/Y	

Subtotal

Distribution in excess of partner basis 452

Decreases:

Nonexp items:	Nondeductible expenses		
	Charitable contributions		
	Foreign taxes		
Loss items:	Ordinary loss		
	Net loss from rental real estate activities		
	Net loss from other rental activities		
	Royalties		
	Net short-term capital loss		
	Net long-term capital loss		
	Other portfolio loss		
	Net loss under section 1231		
	Other losses		
	Section 179 expense		
	Deductions related to portfolio income		
	Other deductions		
	Interest expense on investment debts		
	Section 59(e)(2) expenditures		
	Loss on disposition of section 179 assets		
Depletion			
Other decreases			

End of year [REDACTED]

Note to partner: This worksheet was prepared based on partnership records. Please consult with your tax advisor for adjustments.

Exhibit 5

daviddasilva@telialaw.com

From: telia@telialaw.com
Sent: Thursday, December 27, 2018 7:27 PM
To: 'Harold Gewerter'
Cc: daviddasilva@telialaw.com
Subject: Our call to meet and confer

Dear Mr. Gewerter,

I hope you are okay? When we called in for our call to meet and confer at 1pm today, we were told by your assistant that you were "on another call," and would call us back in a half hour. But we did not receive a call, and we waited the rest of the day for it.

Sincerely,

Telia U. Williams, Esq.
Law Office of Telia U. Williams, Esq.
10161 Park Run Drive, Suite 150
Las Vegas, Nevada 89145
Tel: (702) 835-6866
Fax: (702) 363-8851

"Harvard-trained, Brooklyn-tough"

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